

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA, DAMAN AND DIU

### GOVERNMENT OF GOA, DAMAN AND DIU

Revenue Department

#### Corrigendum

RD/LND/213/69

In the schedule annexed to the Government Notification No. RD/LND/213/69-71/II dated 15th February, 1971 published on pages 411 to 414 of the Official Gazette, Series I, No. 47 dated 18-2-1971, the existing entries shown in column No. 5 indicating the villages under sub-section (1) of Section 3 of the Goa, Daman and Diu Land Revenue Code, 1968, shall be read as follows:—

#### I — District: Goa — Sub-Division: Goa South.

- 1) In Taluka of Canacona, the village of "Shristhal" shown in item No. 11 shall stand deleted.
- 2) In Taluka of Salcete for the word "Consua", appearing in item No. 9, the word "Gonsua" shall be substituted.

#### II — District: Daman

- 1) In item No. 6, the word "Devaka" shall be read as "Devka".
- 2) In item No. 11, the word "Jarivan Kad" shall be read as "Janivankad".
- 3) In item No. 14, the word "Kadiya" shall be read as "Kadaiya".
- 4) In item No. 15, the word "Kathiriya" shall be read as "Kathiria".
- 5) In item No. 17, the word "Magerwade" shall be read as "Magarwada".
- 6) In item No. 20, the word "Narjala Pardi" shall be read as "Naila Pardi".

#### III — District: Diu

In item No. 4, the word "Gogola" shall be read as "Ghoghla".

By order and in the name of the Administrator of Goa, Daman and Diu.

Dr. J. C. Almeida, Secretary (Revenue).

Panaji, 28th June, 1971.

Legislature Department

#### Notification

LA/A/7/1176/71

The following Act passed by the Legislative Assembly of Goa, Daman and Diu received the Assent of the President of India on the 26th June, 1971 and is hereby published for general information.

#### The Goa, Daman and Diu Salaries and Allowances of Ministers (Third Amendment) Act, 1971

(Act No. 7 of 1971) [26th June, 1971]

An Act further to amend the Goa, Daman and Diu Salaries and Allowances of Ministers Act, 1964.

Be it enacted by the Legislative Assembly of Goa, Daman and Diu in the Twenty-second Year of the Republic of India as follows:—

1. **Short title and commencement.** — (1) This Act may be called the Goa, Daman and Diu Salaries and Allowances of Ministers (Third Amendment) Act, 1971.

(2) It shall come into force at once.

2. **Amendment of section 5.** — For sub-section (1) of section 5 of the Goa, Daman and Diu Salaries and Allowances of Ministers Act, 1964 (3 of 1965), the following shall be substituted, namely:—

"(1) Each Minister shall at his option be entitled to the free use of a motor car and the services of a chauffeur. The cost of the maintenance of the car shall be borne by the Minister.

*Explanation:* "Maintenance" shall include the cost of petrol and oil, and servicing and repairs below twenty-five rupees but shall not include expenditure on insurance, fees for registration, taxes or repairs of twenty-five rupees or above."

Secretariat,

Panaji,

6th July, 1971.

O. P. GARG

Secretary to the Legislative  
Assembly of Goa, Daman and Diu

Food and Civil Supplies Department

#### Notification

REG/1/71

The Regulations made by the Goa, Daman and Diu Housing Board under Section 129 of the Goa,

Daman and Diu Housing Board Act, 1968 (Act No. 12 of 1968) regarding allotment and use of buildings constructed or managed under any housing scheme and sanctioned by Government vide letter No. F-18-1-69-GHB dated 20th May 1971 are published hereunder for general information.

*Balcrisna Ramachondra Naique*, Chairman.

Panaji, 21st June, 1971.

#### Goa, Daman and Diu Housing Board Regulations

Regarding allotment and use of buildings constructed or managed under any housing scheme

In exercise of the powers conferred under Section 129 of the Goa, Daman and Diu Housing Board Act, 1968 the Goa, Daman and Diu Housing Board, with the approval of the Government hereby makes and following regulations, namely:—

1) **Short title and commencement.**—i) These regulations may be called the Goa, Daman and Diu Housing Board (allotment and use of buildings constructed or managed under any housing scheme) Regulations, 1971.

ii) They shall come into force with immediate effect.

2) **Definition.**—In these regulations, unless the context otherwise required.

a) "Act" means the Goa, Daman and Diu Housing Board Act, 1968;

b) "Allotment" means the lease of a house on rental basis and includes outright sale or lease-cum-sale;

c) "Allottee" means a person to whom an allotment is made;

d) "Allotment Committee" means a committee appointed by the Board for the purpose of allotment of buildings, under section 19(i) of the Act.

e) "Buildings" means tenements and premises or its part which can be used independently for residential, non-residential or commercial purposes;

f) "Board" means the Goa, Daman and Diu Housing Board;

g) "Freedom fighter" means a person registered as such in the Home Department Government of Goa, Daman and Diu;

h) "Form" means a form appended to these Regulations;

i) "Housing scheme" means a housing scheme framed under the Act;

j) "Industrial worker" means such class of workers to whom the "subsidised Housing Scheme for Industrial Workers" may be made applicable by the Government of India from time to time;

k) "Low income group" means such class of persons whose annual income does not exceed Rs. seven thousand and two hundred;

l) "Middle income group" means such class of persons whose annual income exceeds seven thousand and two hundred rupees but does not exceed Rupees eighteen thousand;

m) "Slum family" means such class of persons whose annual income does not exceed three thousand rupees.

3) Buildings constructed, reconditioned or managed by the Board under any housing scheme, shall be allotted and used in accordance with these regulations.

4) a) All such buildings shall be classified by the Board into:—

- i) residential and
- ii) non-residential or commercial buildings

b) Residential buildings shall be further classified into:

- i) those for industrial workers.
- ii) those for low income group.
- iii) those for middle income group.
- iv) those for slum family who are dishoused as a result of slum clearance or due to demolition of houses under orders of a local authority or due to collapse of houses resulting from any natural calamity.

5) a) The Board may reserve buildings in any area for allotment to employees of the Board or employees of the Govt. or freedom fighters.

b) Where houses are reserved under clause (a), the procedure to be followed for allotment shall be determined by the Board separately.

6) Buildings open to the general public shall be let at economic rent calculated in accordance with rent formula approved by the Board.

Provided that the rent so fixed may be subsidised by the Government (as it may) by general or special orders, determine.

Provided further that in case of hire purchase scheme the rent may be so fixed as to take into account the redemption of the cost within a stipulated period.

7) Eligibility for the unreserved buildings for residential purposes shall be limited by the maximum total income of all the earning members of the applicant's family proposing to lodge together.

Explanation: The term family shall include:—

- a) i) The applicant,
- ii) His or her spouse,
- iii) Unmarried son or daughter,
- iv) Married son with wife and unmarried children,
- v) Widowed daughter with unmarried children,
- vi) Father and mother,
- vii) Unmarried brother and sister,
- viii) Widowed sister and unmarried children,
- ix) Grand parents,
- x) Married daughter,
- xi) Married brothers with wives and sisters,
- xii) Unmarried children of married brothers and sisters,
- xiii) Wife's unmarried sisters,
- xiv) Mother-in-law and Father-in-law (both ways),

- xv) Uncle and aunt (both paternal and maternal),
  - xvi) Minor children of uncle and aunt (both paternal and maternal).
  - b) In case where wife is a tenant she may be given an option at the time of allotment of a building to keep her husband's parents in lieu of her's and the option once exercised will be final.
  - c) The tenant may be allowed to keep any other dependent real relative with the written permission of the Chairman of the Board.
  - d) The tenant may be allowed in a genuine case to keep a person who is not a member of the family with prior written permission of the Chairman of the Board.
- 8) There shall be common kitchen and common dining room for all the persons staying in a building.
- 9) Members who are not included in the term «family» and outsiders who are accommodated shall be required to declare in writing that they have no right or desires to claim the tenancy rights of the building where they are allowed to stay and that they undertake to pay rents and other dues of the Board in case the original tenant fails to pay the same.
- 10) The total number of persons to be lodged in a building for residential purpose shall be specified by the Board depending upon the accommodation provided.
- 11) All buildings classified according to section 4 shall, be soon as they are ready, be offered to the respective categories of tenants.
- 12) The offer shall be made known widely through local newspapers. The notice shall specify location, size, rent, eligibility, etc., in respect of the buildings offered for allotment.
- 13) Those desirous of taking advantage of the offer shall be required to make an application in Form I appended to these regulations.
- 14) All applications received before the last date specified in the notice shall be registered in serial order and the register shall be closed at the time and day specified in the notice.
- 15) Soon after the register is closed, the Chairman of the Board shall, on being satisfied on a preliminary scrutiny of the applications, that the applicant are the ones to whom these regulations apply and that the applications have been made in the prescribed form and manner, refer the applications to the Allotment Committee.
- 16) The Allotment Committee shall make arrangements for the drawal of lots of all applications referred to it.
- 17) The lots shall be drawn in public, after due notice of date of drawal.
- 18) The number of lots drawn shall, in the first instance, be equal to four times the number of tenants available for allotment in the respective classifications.
- 19) The allotment Committee will then scrutinise those applications which are successful in the lots drawn and prepare a list of priority on following basis.
- a) Whether the applicant has or has not any living accommodation,
  - b) If he has, whether he is a lodger or a sub-tenant,
  - c) Whether the applicant is married or unmarried,
  - d) If he is married depending upon the number of children receiving higher secondary or college education,
  - e) Size of applicant's family,
  - f) Total family income,
  - g) The length of applicants service as an employee,
  - h) General conduct and circumstances of the applicant to decide if he is suitable for living in colony.
- 20) The list prepared by the Allotment Committee will be posted on notice board of the Board's office, for the information of the public.
- 21) The Board will allot the buildings considering the list prepared by the Allotment Committee.
- 22) Non-residential or commercial buildings open for public shall be let on public auction under such conditions as may be notified from time to time.
- 23) If any building or tenement after allotment by the Board is not occupied by the allottee within a period of one week from the date of allotment, the Board shall be free to reallocate the same to next eligible person, unless further extension is granted to the applicant by the Chairman.
- 24) All successful applicants shall be required to execute an agreement in Form II appended to these Rules.
- 25) All the buildings constructed or managed under any housing scheme shall be maintained by the Board, through such staff as the Board may appoint in accordance with sanctioned schedule of staff.
- 26) Complaint books will be kept in all buildings/colonies, wherein the tenants may write all their complaints about any maintenance or repair work to be done to their building or colonies.
- 27) These complaints will be scrutinized by the maintenance staff periodically and attended to according to approved schedules.
- 28) Subject to the provisions of these regulations it shall be within the competence of the Board to adopt such details of procedure as it may deem fit for any other matter arising out of application of these regulations.
- 29) In all matters concerning the interpretation of these regulations the decision of the Board shall be final.

**FORM I**  
(See Clause 13)

Date:

Form of application for Residential Accommodation at  
... for dishoused/Industrial/low/middle income group.

1. Applicant's full name ...  
(in block letters)
  - a) Is the applicant married or unmarried ...
  - b) If married, in which year? ...
  - c) Total number of children ...
  - d) Number of children receiving higher secondary or college education ...
2. a) Applicant's occupation ...  
b) Name of the concern and address ...  
...  
c) Kind of service and its length ...
3. a) Applicant's present monthly income/pay including allowances etc. ...
4. Details concerning the applicant and applicant's relation who will be staying with him to be supplied in the statement attached:
5. Details of present accommodation viz:
  - a) Present residential address in full ...
  - ...
  - b) How long has the applicant been staying at (a) above ...
  - c) Full name of the person in whose name the tenancy of (a) above stands ...
  - d) Whether the tenant stays in the premises mentioned at (a) above? If not when did he leave the premises?—
  - e) On what terms i.e. rent or lease on which the applicant occupies the premises:
  - f) Relationship of the applicant with the tenant:
  - g) Full names of the persons staying in the present premises and their relationship with the applicant as the case may be:

Full Name	Relationship.
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  - h) Size and monthly rent of the premises:
6. Type of accommodation required by the applicant as per advertisement notice:

7. Is the applicant willing to pay the rent as shown in the advertisement notice for the type of accommodation required by him as per 6 above?
8. a) Has the applicant made any application for a tenement in any colony other than this?  
b) If so, its/their number/s and date/s:  
c) Whether any of the applications in 8(b) met with success, if so, its/their number/s and date/s.  
d) Whether the applicant has paid deposit on any such successful application, if so, its/their number and dates:
9. a) Has the applicant any landed property such as House, Farm etc.  
b) If so, please state their particulars, name of village, Taluka, District etc.

I hereby declare on oath that the information given by me in the above application is true and correct and if it is later on notices to be false or untrue, my application under reference and all other applications, if any, should be treated as cancelled and if I have been successful in getting a tenement of the basis of wrong information the allotment may be treated as void abinitio and such steps as are permissible for making a false declaration on oath may be taken against me at my cost.

Date:

Applicant's signature.

**ATTESTATION**

(To be given by a) Employer, b) Sarpanch, c) M.L.As, d) Justice of Peace of Magistrate, e) Municipal Presidents).

Certified that the applicant is personally known to me and that to the best of my knowledge and belief the particulars furnished by him in the above application are correct.

Dated:

Signature ...

Designation ...

**Details concerning the applicants relations who will be staying with him**

Sr. No.	Full names of persons who will stay with applicant	Age of each	Relationship with applicant	Employed, if so, where	Since when employed	Total monthly earnings	Present residential address

**FORM II**  
(See clause 24)

The Chairman,  
Goa, Daman and Diu Housing Board,  
Panaji—Goa.

Sir,

Premises: Room/Tenement No. ... in Building No. ... belonging to the Goa, Daman and Diu Housing Board situated at ...

I, the undersigned hereby accept the allotment order authorising me to occupy the above premises and send herewith a sum of Rs. ... (three months rent) as security for the due and punctual payment of the monthly rent as defined in conditions No. 1 below and proper observance of the terms under which I may be authorised to occupy the said premises.

In consideration of the Board issuing an allotment order authorising me to occupy the said premises for a term equivalent to the unexpired residue of the calendar month during which the same may be issued and from month to month thereafter, I hereby agree to pay to the Board as and by

way of monthly rent a sum of Rs. ... and to observe and abide by the following terms under which I may be authorised to occupy the said premises:—

1) To pay to the Board or as may be otherwise required by the Board on or before the 10th day of the month succeeding the month for which the same shall have become due and payable the said rent comprising of the said monthly sum of Rs. ... and all the rates, taxes, cesses and other charges in respect of the specific service provided at the premises such as the special sanitary cess water rates (general or special), electric charges and the charges for specific services such as street and common lighting sweepers and the like. All such rates, taxes, cesses and charges shall be deemed to form part of the monthly rent payable by me in respect of the premises. The question whether any rates, tax, cess or other charge is a service charge or not shall be decided by the Board and such decision shall be final and binding.

2) To pay such increase in the said monthly rent and other charges as the Board may consider it fit or expedient to impose on account of any increase in such rates, taxes, cesses or other service charges or on account of any addi-

tional and or alternations to or any conveniences provided at the said premises or the building in which the same are situated.

3) Not to allow any refuse to collect in or near the said premises and to keep the said premises and the outer space, adjacent streets, in a clean neat and tidy condition to the entire satisfaction of the Board.

4) Not to make any additions or alterations to the said premises without the previous written permission of the Board, all the alterations and additions (including the fixtures) shall become the property of the Board and upon the termination of the tenancy I will not be entitled to remove the same or in case of non removal to claim any compensation in respect thereof, provided always that the Board shall have the full right to call upon me at my expense to remove any such alteration or addition and to restore the said premises to the same condition in which they were at the date of the commencement of the tenancy.

5) Not to assign, underlet or otherwise transfer the permission of the said premises or any part thereof without the previous written permission of the Board.

6) Not to keep or store upon the said premises any articles of a combustible or dangerous nature, not to keep any animal or poultry, in the said premises or in the compound.

7) To allow the Chairman, Officers, Agents or Servants or any other person duly authorised by the Chairman to enter upon and inspect the said premises and also to carry out such additions and alterations of work or works on the premises, as may be necessary in the interest of the premises, in the general interest of any of the tenants of the colony or generally in the interest of general management, on any day between the sunrise and sun-set or any other time, if the Chairman or his officers, Servants or Agents or the persons so authorised consider it necessary to do so.

8) Not to cut down, lop or injure trees or large shrubs nor to take any fruits flowers from the trees standing in the compound.

9) At the end or soon after determination of the tenancy peaceably and quietly to yield up possession of the said premises to the Board in the same condition in which they were at the commencement of the tenancy, reasonable wear and tear excepted. The question as to what is the reasonable wear and tear would be decided by the Chairman and the decision of the Chairman shall be final and binding, I also agree to make good the loss or damages that might have been caused to the tenement according to the Board in cash or from my deposit, if available.

10) To pay the stamp and registration charges payable in respect of this instrument.

11) I shall use and occupy the said premises for the purpose of residence only by myself and by the bonafide members of my family as per particulars already furnished by me and not otherwise and shall not allow any other person to stay with me or occupy the said premises without the permission in writing, of the Chairman. As and whenever required by the Chairman, I shall furnish full information about the relationship, age and monthly income etc., in respect of all the persons residing with me in the tenement.

11-A) The occupation of the tenement allotted to me will be with the full and definite knowledge of the nature and condition of the tenement or building of which the tenement forms a part and at my risk. No other person occupying the said tenement and claiming through me shall have any claim against the Board due to any injury or loss that may be caused by fire, accident, theft or from any other cause whatsoever.

11-B) I shall not use the tenement for any illegal or immoral purpose and shall not use it in such a manner as to cause any inconvenience, nuisance or annoyance to the adjoining tenants or neighbours. The decision of the Chairman as to whether any set of mine causes such nuisance or not shall be final and binding on me.

11-C) I shall not allow water from any tap to run waste, and shall not throw water or any other thing from out of the tenements; also I shall not use or allow to be used nahanis or any part of the tenement as a latrine or a urinal.

12) If I or any other person or persons of my family authorised to occupy the premises cease to occupy the same for a continuous period of 14 days without the previous permission in writing of the Chairman the tenancy shall cease forthwith.

13) If and whenever the said monthly rent as specified in condition No. 1 above or any part thereof shall be in arrears, the same shall be recoverable by the Chairman as an arrears of land revenue and if such rent of any part thereof shall be in arrears for the space of 30 days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the provision herein contained the Chairman may reenter upon any part of the demised premises in the name of the whole and thereupon the tenancy hereby created shall absolutely cease and determine.

14) If I commit a breach of any of the provisions herein contained, I shall, for such period during which such breach is continued as may be decided by the Chairman, be liable to pay economic rent in respect of the said premises.

15) The deposit of Rs. ... made by me if not forfeited for breach of any of the conditions of agreement shall be refunded to me after the termination of the tenancy if I shall have duly paid all the rents and fulfilled all the terms, herein contained and after deduction of any sums which may be due and payable by me to the Board. If the dues of the Board exceed the amount of the deposit I undertake to pay the same immediately. In the event of any deduction of any sum from the said deposit during the continuance of the tenancy. I will forthwith on demand pay the amount so deducted and shall throughout the tenancy maintain the amount of deposit at Rs. ... The deposit will be in cash and shall bear no interest.

16) Any matter to be decided by the Chairman may be decided by any notice, permission or consent to be given by the Chairman or any other officer of the Board duly authorised in this behalf, served in the manner prescribed in rule 10 of the Goa, Daman and Diu Housing Board Rules, 1969.

17) The tenancy will be terminable by either side giving to the other, one clear calendar month's notice. If I leave the tenement without giving such notice in writing I shall be liable to pay one clear calendar month's rent in lieu of such notice, and all other charges due from me as provided herein, for the notice period.

18) a) As the said premises have been let out to me at a subsidised rent by reasons of my being an industrial worker governed by relevant rule the tenancy shall cease forthwith as soon as I cease to be an Industrial worker.

b) In June and December every year necessarily and at any other time if and when required by the Chairman, I shall supply a certificate that I continue to be an Industrial worker and other detailed information about the total monthly income i.e. pay, allowance, etc. of myself and all the earning members of my family residing with me together with necessary certificates from the respective employers of each such earning member.

19) As the tenement has been let to me by reason of my being a Public servant, the tenancy shall cease as soon as I cease to be a Public servant or leave the station on transfer.

20) The tenancy shall be subject to the provisions of the Goa, Daman and Diu Housing Board Act, 1968 and Rules, Regulations thereunder for the time being in force.

21) I shall abide by all the above conditions and any charges in or addition to them of which due notice is given to me.

22) I agree that the undertakings in the application form and other undertakings signed by me this day and attached to the Tenancy Agreement form part of this Tenancy Agreement.

Dated this ... day of ... 19 ...

Yours faithfully,

Signature ...

Address ...

...

Accepted on behalf of the Board.

FORM III

Undertaking

If I am allotted a tenement I shall immediately bring my family to stay with me in the tenement. If I fail to comply

with the above the Board shall have right to evict me from the tenement.

Signature ...

Date .....

#### FORM IV

##### Undertaking

If I am allotted a tenement I shall immediately bring my mother/my sister ... to stay permanently with me or till I get married. If I fail to comply with the above the Board shall have the right to evict me from the tenement.

Signature ...

Date .....

#### FORM V

##### Undertaking

I hereby undertake and state that I shall get married within ... months. In the meanwhile I shall bring my mother/ /my sister ... to stay with me in the tenement. If I fail to comply with the above the Board shall have the right to evict me from the tenement.

Date ...

Signature ...

#### FORM VI

##### Undertaking

If I am allotted a tenement, I shall not allow:

.....

.....

to stay with me in the tenement. If I fail to comply with the above the Board shall have the right to evict me from the tenement.

Signature ...

Date .....

#### FORM VII

##### Undertaking

I hereby declare that I hold no tenement in any of the Board colonies or elsewhere in my name or in the name of any other member of my family who is to stay with me.

2. In case it is subsequently found that the declaration given above is false, the Board shall have the right to evict me out of the tenement allotted to me with reference to my application under consideration.

3. I also hereby declare that my name or the name of any other member of my family who is to stay with me is not on any of the waiting lists for allotment of Board tenements.

Signature ...

Date .....

#### FORM VIII

##### Undertaking

I hereby undertake that I shall get married on/within ... If a tenement is allotted to me before the above stated date/ /period by the Board, I shall accept the tenement and pay the rent from the date of allotment but I shall not take possession of the tenement allotted to me till I get married.

Signature ...

Date .....

#### FORM IX

##### Undertaking

I hereby undertake that if I am allotted a tenement by the Board, I shall surrender my present accommodation to the Land Lord and shall produce the proof thereof to the Chairman of the Board, at the time of allotment of a Board's tenement to me.

Signature ...

Date .....

#### Rent formula

Type of tenement	Life (in years).	Interest on the total cost (cost of land and development of land, cost of construction (plus establishment charges at 10% thereon) plus interest capitalised on 9 months basis	Depreciation on building. On the cost of building (plus 10% establishment charges). Plus interest capitalised on 9 months basis	Depreciation on installation (on the cost of installations (plus 10% establishment charges) plus interest capitalised on 9 months basis)	Management (on total cost as in column 3)	Repairs and maintenance on buildings on the cost of building and roads (plus 10% establishment charges) plus interest capitalised on 9 months basis	Repairs and maintenance on installations on the cost of installations (plus 10% establishment charges) plus interest capitalised on 9 months basis	Provision for vacancies, bad debts, etc. (on total cost as in column 3)	Taxes
1	2	3	4	5	6	7	8	9	10
1) Superior (R.C.C.) Type	80	0.125% over borrowing rate.	On the basis of Life of the building and at the same rate as interest rate on loans.	On basis of 30 years life and at the same rate as interest on loans.	0.5%	1.5%	3%	0.25%	Actual rates (on Gross annual rent minus 10%.
2) Middle	40 to 50	— do —	— do —	— do —	do	2.5%	— do —	do	— do —
3) Lower	25 to 30	— do —	— do —	— do — (Life 25 years if the life of the building itself is also 25 years).	do	3%	— do —	do	— do —